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Suzanne Henderson

Tarrant County Texas

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D208393620

7 Pages

CHESAPEAKE ENERGY CORP.

ATTN: RECORDING TEAM

P.O. Box 18496

Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

**DOCUMENT E-RECORDED
IN THE COUNTY RECORDS**

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ELECTRONICALLY RECORDED
BY SIMPLIFILE

D208393620

FIRST AMENDMENT TO OIL AND GAS LEASE

10204915

September

This First Amendment to Oil and Gas Lease (this "Amendment") is made this 18th day of ~~August~~, 2008, between HUNTER FERRELL ASSOCIATES, L.P., a Texas limited partnership, whose address is 1601 Elm Street, Suite 300, Dallas, Texas 75201 ("Lessor"), and CHESAPEAKE EXPLORATION L.L.C. an Oklahoma limited liability company ("Lessee") whose address is P O. Box 18496, Oklahoma City, OK 73154..

RECITALS:

A. Lessor and Lessee entered into that certain Oil and Gas Lease dated August 14, 2006, recorded as Instrument No. D206268565, Real Property Records of Tarrant County, Texas (the "Lease"), covering certain property described therein as the Leased Premises.

B. Lessee desires to pool all of the Leased Premises into a unit consisting of approximately 103 acres and called "City of Euless #1H" as described on Exhibit "A" attached hereto and incorporated herein by reference (the "City of Euless Unit") and to drill thereon the No. 1H and #2H wells hereinafter described..

AGREEMENT:

NOW THEREFORE, in consideration of the premises, the agreements set forth herein, and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Permitted Pooling. Pursuant to Paragraph 16 (Pooling), Lessor hereby consents to Lessee's creation of a pooled unit for the production of gas from the Barnett Shale formation as configured on Exhibit "A" attached hereto (the "Permitted Pooled Unit").

2. Required Wells. Lessee hereby covenants and agrees to drill and complete the #1H Well to test the Barnett Shale as shown on Exhibit "A" attached hereto, on or before February 15, 2009. Lessee's failure to satisfy the foregoing obligation as to the #1H Well shall entitle Lessor to terminate the Lease by written notice to Lessee. Additionally, Lessee hereby covenants and agrees to drill and complete the #2H Well, as shown on Exhibit "B" attached hereto, on or before August 14, 2009. If Lessee fails to satisfy the foregoing obligation as to the second well, the Lease shall ipso facto terminate insofar as it covers the "Release Tract" on Exhibit "C" attached hereto. In that event, Lessor shall be entitled to sign and record in county records a notice of termination evidencing the release of the Release Tract from the terms and provisions of the Lease. For purposes of this paragraph, Lessee's satisfaction of its obligation to "drill and complete" means that the well is either (1) capable of producing in paying quantities, or (2) plugged and abandoned as a dry hole. The provisions of Section 22 of the Lease (Cure Period) shall not apply to Lessee's obligation to drill the wells pursuant to this paragraph.

3. Surface Waiver. Paragraph 27 is hereby amended to provide that Lessee does hereby expressly release, waive, relinquish and surrender forever, for itself and its successors and assigns, all rights to use the surface estate of the Surface Site (including, without limitation, the rights of ingress and egress upon the property, the right to construct roads, and the right to penetrate the surface of the property in any manner whatsoever). In that regard, subparagraph 27(b), 27(c), Paragraph 28 (including its subparagraphs), and Paragraph 29 (including its subparagraphs), are hereby deleted.

4. **Recitals.** The Recitals set forth above are hereby incorporated by reference. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Lease.

5. **Incorporation.** This First Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect.

6. **Inconsistency.** In the event of an inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall control.

IN WITNESS WHEREFORE, the parties have caused this First Amendment to be executed on the day and year first written above.

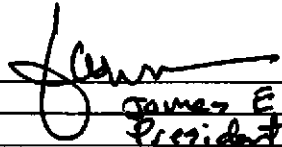
LESSOR: **HUNTER FERRELL ASSOCIATES, L.P.**, a Texas limited partnership

By: **HUNTER FERRELL PROPERTIES, INC.**, a Texas corporation, its
General Partner

By:

Name:

Title:


James E. Sowell
President

LESSEE: **CHESAPEAKE EXPLORATION L.L.C.**,
an Oklahoma limited liability company

By:

Henry J. Hood

Senior Vice President – Land and Legal & General Counsel



ACKNOWLEDGEMENTS

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me this 25TH day of SEPTEMBER, 2008, by JAMES E. SOWELL, PRESIDENT of Hunter Ferrell Properties, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of HUNTER FERRELL ASSOCIATES, L.P., a Texas limited partnership, on behalf of said partnership.




Notary Public, State of Texas

STATE OF OKLAHOMA

§

§

COUNTY OF OKLAHOMA

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This instrument was acknowledged before me on this 18 day of September, 2008, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.




Notary Public, State of Oklahoma

My Commission Expires: _____

My Commission Number: _____

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EXHIBIT A

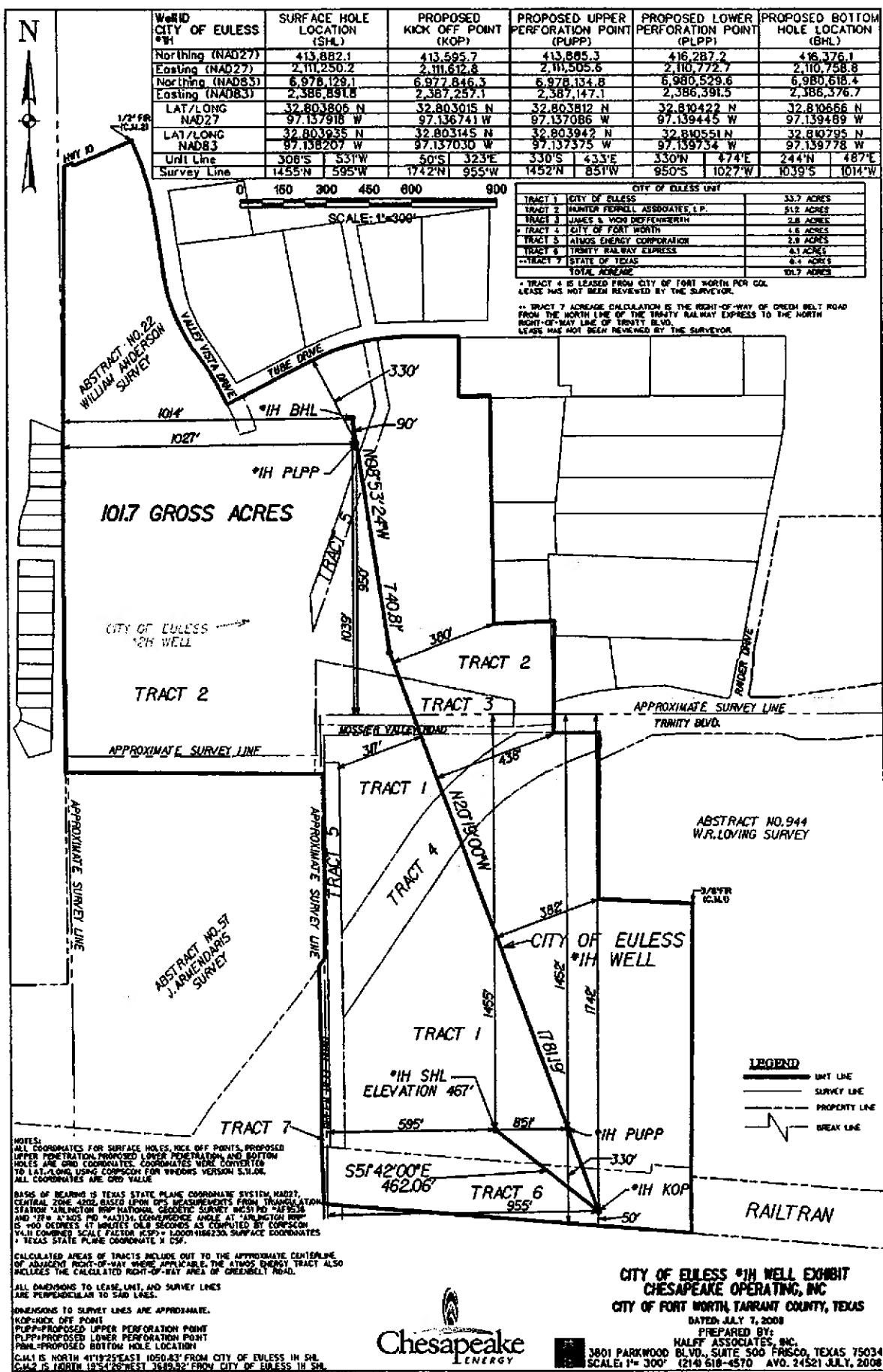


EXHIBIT B

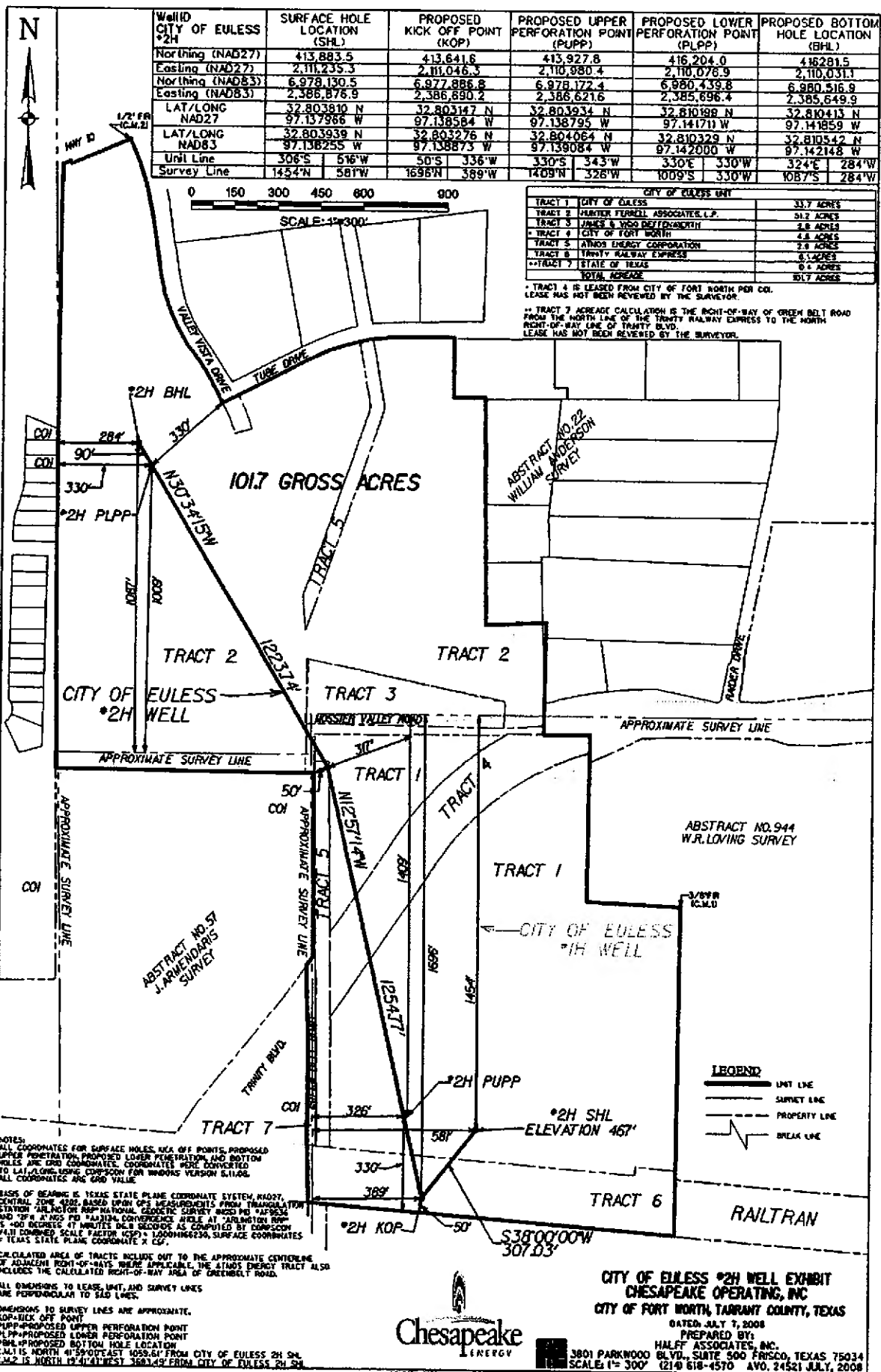
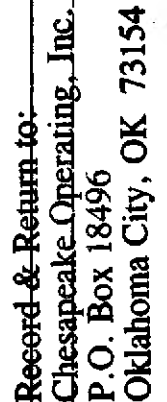


EXHIBIT C



~~Record & Return to:~~